



# CITY OF LODI

## COUNCIL COMMUNICATION

**AGENDA TITLE:** Approve Employee Assistance Renewal Agreement with Options

**MEETING DATE:** May 19, 1999

**SUBMITTED BY:** Human Resources Director

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**RECOMMENDED ACTION:** Approve Employee Assistance Renewal Agreement with Options.

**BACKGROUND INFORMATION:** The City provides an employee assistance program as a benefit to employees (EAP). This program provides confidential and professional assistance to City employees and their families to help resolve problems affecting personal life or job performance.

The City wishes to renew its current contract with Options to provide this service. The renewal agreement will cover a period of two (2) years with no change in the annual cost.

**FUNDING:** Current budget.

Respectfully submitted,

Joanna M. Narloch, Human Resources Director

cc: City Attorney

APPROVED:

H. Dixon Flynn -- City Manager

## **EMPLOYEE ASSISTANCE PROGRAM AGREEMENT**

**THIS AGREEMENT**, made and entered into this **1st day of March 1999**, in the State of California, by and between the **EMPLOYEE ASSISTANCE PROGRAM OF SAN JOAQUIN COUNTY**, hereinafter referred to as **"OPTIONS"**, and **THE CITY OF LODI**, herein referred to as **"THE CITY"**.

### **W I T N E S S E T H**

That the parties, for and in consideration of the covenants, conditions, agreements, and stipulations hereinafter expressed, hereby agree as follows:

1. **Scope:** **"Options"** shall provide assessment, referral, follow-up of one (1) to three (3) sessions for **"THE CITY"** employees and their family members within a six month period. Exclusions to the session limitation are for: acute emergency situations, consultation after referral for motivating re-referral or a supervisory referral. Counseling beyond the three (3) sessions will be the responsibility of the employees and/or their insurance programs. **"OPTIONS"** shall provide mechanisms to help make those fees more affordable to the employees. **"OPTIONS"** shall provide services in the area of management training and employee program orientation.

Routine office hours will be Monday through Friday, from 8:00 a.m. to 5:00 p.m..  
**"OPTIONS"** will work with employees to provide counseling at hours and on days that are convenient to each employee. **"OPTIONS"** will provide 24-hour answering and emergency response service including weekend coverage.

2. **Provider Services:** For employees requiring extended services, “OPTIONS” shall refer them to licensed therapists. “OPTIONS” will work with existing insurance programs to provide minimum costs to employees. All preferred providers are licensed, have established practices for a minimum of three (3) years and maintain professional liability insurance.

3. **Self-Referral:** Employees and their dependents may contact “OPTIONS” upon individual discretion and needs. “OPTIONS” shall provide services as detailed in the scope of this agreement. “OPTIONS” shall insure confidentiality. Information contained in “OPTIONS” Employee Assistance Program files will not be released or disclosed without the client’s authorization. Exceptions are threats of bodily harm, child abuse and court orders, which are required by law.

4. **Supervisory Referral:** Supervisors may encourage the use of “OPTIONS” when a performance problem occurs. If the supervisor and the employee mutually agree to utilize “OPTIONS” the supervisor shall contact “OPTIONS”, and provide information relative to job performance deterioration. Information released to the supervisor shall be limited to attendance and the follow-up information, to insure confidentiality.

5. **Orientation and Program Introduction:** “OPTIONS” staff will meet with the appropriate representatives of “THE CITY” in a timely basis to learn its functions, organization and style. “OPTIONS” will provide orientation to employees and training to supervisors about the availability and services of the “OPTIONS” program. This will be accomplished through training sessions, promotional material and individual

consultation. "OPTIONS" will provide "THE CITY" two-hour management training sessions on an ongoing basis.

In addition to training, "OPTIONS" will provide twelve (12) hours of seminars per year to "THE CITY" staff, at no additional cost from the annual rate.

6. **Program Evaluation/Confidentiality:** "OPTIONS" shall provide the designated representative with quarterly and annual reports reflecting the utilization rate. Such information shall include department, number of employees and dependents, type of visit, referral sources used and training provided within that time period.

"OPTIONS" will give a confidential evaluation form to all "THE CITY" employees utilizing the program to ensure quality service.

7. **Compensation:** The maximum compensation pursuant to this Agreement shall not exceed **Twenty One Thousand Six Hundred Dollars and 00/100 (\$21,600.00).** Said sum shall be deemed payable in twenty-four (24) equal payments of **Nine Hundred Dollars \$900.00** beginning March 1, 1999. This rate of compensation will be in effect for the duration of the Agreement and is based on the average number of employees during the past twelve (12) months. Temporary employees will be covered under this benefit up to five (5) such employees per year. Utilization of the program beyond five (5) employees will be a billable charge to "THE CITY" at a mutually agreed upon rate by "OPTIONS" and "THE CITY."

8. **Term:** This Agreement shall be effective from **March 1, 1999, through March 1, 2001**, unless terminated as set forth in Paragraph 10.

9. **Renewal:** This Agreement may be renewed at a mutually agreeable price to be negotiated by "THE CITY" and "OPTIONS".

10. **Termination:** This Agreement may be terminated by either party hereto upon thirty (30) days prior written notice.

IN WITNESS WHEREOF, the parties hereto, by their duly-authorized representatives, have affixed their hands on the date and year first above written.

By: \_\_\_\_\_  
**MICHAEL N. SMITH,**  
**DIRECTOR**  
Health Care Services

By: \_\_\_\_\_  
**DIXON FLYNN, City Manager**  
**City of Lodi**  
Hereinabove Referred to as  
"The City"

**APPROVED AS TO FORM:**

**APPROVED AS TO FORM:**

**TERRENCE R. DERMODY,**  
County Counsel

**RANDALL A. HAYS,**  
City Attorney

By: \_\_\_\_\_  
Assistant County Counsel

By: \_\_\_\_\_  
City Attorney

**ALICE M. REIMCHE,**  
City Clerk

By: \_\_\_\_\_  
City Clerk

RAB:CONTACT:COL

RESOLUTION NO. 99-76

A RESOLUTION OF THE LODI CITY COUNCIL  
AUTHORIZING 2-YEAR EMPLOYEE ASSISTANCE  
AGREEMENT BETWEEN THE CITY OF LODI AND  
OPTIONS

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BE IT RESOLVED that the Lodi City Council does hereby approve the Employee Assistance Agreement between the City of Lodi and Options; and

BE IT FURTHER RESOLVED, that the term of this Agreement will cover the period of March, 1999 through March 1, 2001; and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute the agreement on behalf of the City of Lodi.

Dated: May 19, 1999

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I hereby certify that Resolution No. 99-76 was passed and adopted by the City Council of the City of Lodi in a regular meeting held May 19, 1999 by the following vote:

AYES: COUNCIL MEMBERS – Hitchcock, Mann, Nakanishi, Pennino  
and Land (Mayor)

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None

  
for ALICE M. REIMCHE  
City Clerk